

Boone County, Indiana:

Section 1. That the foregoing contract made and entered into by and between the City of Lebanon, Indiana, acting by and through the Board of Public Works and Safety of said city and the Lebanon Utility Service Board (sometimes in said contract referred to as "Customer" and Public Service Company of Indiana, Inc. an Indiana corporation, (sometimes in said contract called "Company"), be, and the same is in all things hereby ratified, approved and confirmed.

Section 2. This Ordinance is passed upon the same day and at the same meeting at which it was introduced and it is passed by the unanimous consent and voting at least two-thirds (2/3) of the members elect of said Common Council.

Section 3. This Ordinance shall take effect and be in force from and after its passage.

Passed this 13th day of May, 1968.

Robert M. Campbell (s)
Presiding Officer of the Common Council
of the City of Lebanon, Indiana

ATTEST:

Laura E. Hughes (s)
Clerk-Treasurer, City of Lebanon

Presented by me to the Mayor of the City of Lebanon this 13th day of May, 1968.

Laura E. Hughes (s)
Clerk-Treasurer, City of Lebanon

Approved this 13th day of May, 1968.

Robert M. Campbell (s)
Mayor of the City of Lebanon, Indiana

THIS AGREEMENT, made this 8th day of May, 1968, by and between PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana Corporation (hereinafter called "Service Company") and CITY OF LEBANON, INDIANA, a municipal corporation (hereinafter called "Municipality"), WITNESSETH:

WHEREAS Service Company now owns certain real estate and operates an electric substation at the location, hereinafter described in Exhibit "A" attached hereto, from which it delivers electric energy to Municipality; and

WHEREAS Service Company and Municipality have determined that it would be to their mutual advantage for Municipality to install and maintain certain electric facilities on said real estate (hereinafter called "Municipal Facilities") and more fully described in Exhibit "B" attached hereto and have access to said real estate for the purpose, among other things, of switching, restoring and maintaining service to the Municipality:

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements of the parties hereto, as herein set forth, the parties hereto do hereby covenant and agree to and with each other as follows:

1. Subject to the terms and conditions of this agreement and at the expense and risk of Municipality, Service Company hereby gives to Municipality the right and license to enter from time to time Service Company's electric substation site known as the Lebanon Substation, located in Boone County, Indiana, for the purpose of constructing, operating, and maintaining Municipal Facilities located thereon as appertains to the delivery of electric energy to the Municipality, and to do such acts or things as are necessary to switch, restore or maintain service to said Municipality.

2. Service Company shall have the right to operate Municipal Facilities at all times.

3. Municipality and Service Company shall indemnify, protect and save harmless each other from and against any and all legal and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property, arising in any manner directly or indirectly by reason of the rights granted to Municipality or by the operation by Service Company of said equipment, or by reason of acts of the agents or servants of Municipality and Service Company done, in any way, or at any time, in connection with the construction, operation, and maintenance of Municipal Facilities.